

1 BILL NO. S-82-07-12 (as amended)

2 SPECIAL ORDINANCE NO. S-126-82

3 AN ORDINANCE approving an Agreement  
4 between the City of Fort Wayne, Indiana  
5 through its Board of Public Works and  
6 Cook Road Industrial Investors, Inc.,  
7 Sam W. Fletcher, Jack W. Schrey and Fred  
8 Marolf for a sanitary sewer extension.

9 WHEREAS, the City of Fort Wayne, Indiana has made  
10 a strong commitment to the community for economic development;  
11 and

12 WHEREAS, the City of Fort Wayne, through its Board of  
13 Public Works, and Cook Road Industrial Investors, Inc., Sam  
14 W. Fletcher, Jack W. Schrey and Fred Marolf have agreed to a  
15 joint venture for economic development; and

16 WHEREAS, Cook Road Industrial Investors, Inc., Sam  
17 W. Fletcher, Jack W. Schrey and Fred Marolf are owners of the  
18 following described real estate, to-wit:

19 Located in the Northeast Quarter of Section 16,  
20 Township 31 North, Range 12 East, consisting  
21 of 112.545 acres, more or less, bounded on  
22 and contiguous to the following boundaries:  
23 Cook Road, Ludwig Road, Chalfant Road and the  
24 former G R & I Railroad, and

25 said property more particularly described on Exhibit "A" attached  
26 hereto, made a part hereof, as if fully set out herein; and

27 WHEREAS, Cook Road Industrial Investors, Inc., Sam  
28 W. Fletcher, Jack W. Schrey and Fred Marolf, owners of the afore-  
29 described real estate, intend to create an Industrial Research  
30 Center on said property; and

31 WHEREAS, the City of Fort Wayne has an existing  
32 twenty-four inch (24") sanitary sewer located 1135+ LF East of  
aforescribed tract of land and 1220+ LF North of Ludwig Road,  
referred to as Spy Run Interceptor; and

WHEREAS, the City of Fort Wayne has been requested by  
Cook Road Industrial Investors, Inc., Sam W. Fletcher, Jack

1 Page Two

2  
3 W. Schrey and Fred Marolf to extend a fifteen inch (15") sanitary  
4 sewer service to the East property line of the aforescribed  
5 real estate known as Cook Road Industrial Center; and

6 WHEREAS, Cook Road Industrial Investors, Inc., Sam  
7 W. Fletcher, Jack W. Schrey and Fred Marolf, in an effort to  
8 induce the City of Fort Wayne to extend said sanitary sewer  
9 to the aforescribed real estate, have committed to provide  
10 all engineering costs for the preparation of plans and speci-  
11 fications, and to acquire all necessary easements for said  
12 sewer extension to the East property line of the aforescribed  
13 real estate; and also agree to pay, in addition to the Three  
14 Hundred and No/100 Dollars (\$300.00) area connection fee due the  
15 Spy Run Interceptor Sewer, one-half the cost of construction and  
16 inspection cost of the off-site sanitary sewer extension.

17 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
18 OF THE CITY OF FORT WAYNE, INDIANA:

19 SECTION 1. That a certain Agreement dated June 9,  
20 1982 between the City of Fort Wayne, Indiana, by and through  
21 its Board of Public Works and Cook Road Industrial Investors,  
22 Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf for a  
23 sanitary sewer extension, all as more particularly set forth  
24 in said Agreement, which is on file in the Office of the Board  
25 of Public Works, a copy of which is attached hereto, made a  
26 part hereof, as if fully set out herein, be and the same is in  
27 all things hereby ratified, confirmed and approved. Two copies  
28 of said Agreement are on file with the Office of the City  
29 Clerk and made available for public inspection, according to  
30 law.

31 SECTION 2. That this Ordinance shall be in full force  
32 and effect from and after its passage and any and all necessary


as amended 7-27: provided waiver of remonstrance against annexation of the area is made a part of said agreement.

1 Page Three

2  
3 approval by the Mayor.

4  
5   
6 Councilmember

7 APPROVED AS TO FORM  
8 AND LEGALITY

9   
10 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 7-13-82, the 13 day of July, 1982, at 7 o'clock P.M., E.S.T.

DATE: 7-13-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GIAQUINTA</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>NUCKOLS</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>X</u>	<u>—</u>
<u>SCHMIDT</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHOMBURG</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 7-27-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-126-82 on the 27th day of July, 1982.

ATTEST:  
Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of July, 1982, at the hour of 11:30 o'clock PM.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 6th day of August, 1982, at the hour of 3 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-07-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement between the City of Fort Wayne,  
Indiana through its Board of Public Works and Cook Road Industrial  
Investors, Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf for  
a sanitary sewer extension

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 80/ PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

Paul M. Burns  
Mark E. Giaquinta  
James S. Stier  
Janet G. Bradbury  
Roy J. Schomburg

7-27-82  
CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

1

AGREEMENT

by and between

THE CITY OF FORT WAYNE

and

COOK ROAD INDUSTRIAL INVESTORS, INC.

FOR SANITARY SEWER EXTENSION

WHEREAS, THE CITY OF FORT WAYNE, through its Board of Public Works, hereinafter referred to as "CITY," and COOK ROAD INDUSTRIAL INVESTORS, INC., Real Estate Purchaser, and Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Real Estate Seller, hereinafter referred to as "DEVELOPER," hereby agree to a joint venture for economic development with "CITY," and,

WHEREAS, "DEVELOPER" is owner of and intends to create an industrial and research center on the following described tract of land, to-wit:

Located in the Northeast Quarter of Section 16, Township 31 North, Range 12 East, consisting of 112.545 acres, more or less, bounded on and contiguous to the following boundaries: Cook Road, Ludwig Road, Chalfant Road and the former G R & I Railroad, and, more particularly described on attached EXHIBIT "A" and,

WHEREAS, "CITY" through its Mayor and Board of Public Works has a strong commitment to the community for economic development, in creating employment for the citizenry; and,

WHEREAS, "CITY" has an existing 24" Sanitary Sewer located 1135+' East of aforescribed tract of land and 1220+' North of Ludwig Road, referred to as Spy Run Interceptor; and,

WHEREAS, "CITY" as a part of the joint venture, has been requested by said "DEVELOPER" to extend a 15" sanitary sewer service to the East property line of aforescribed land known as Cook Road Industrial Center; and,

WHEREAS, "DEVELOPER" in an effort to induce "CITY" to extend said sanitary sewer to aforescribed area, has committed to provide all engineering costs for the preparation of plans and specifications, and acquire all necessary easements for said sewer extension to East property line; and, also agrees to pay in addition to the existing Three Hundred (\$300.00) area connection fee due the Spy Run Interceptor Sewer, one-half the cost of construction and inspection cost of the off-site sanitary sewer extension.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, to be performed by the parties, "CITY" and "DEVELOPER" agree as follows:

1. Subject to City approval of plans and specifications and easements submitted to "CITY" by "DEVELOPER," "CITY" shall extend at its sole expense, a 15" sanitary sewer line to said property aforescribed at an estimated cost of FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY (\$54,250.00) including inspection fees.

2. "CITY" agrees to attempt to acquire necessary easements for said 15" sewer extension in the event "DEVELOPER" is unsuccessful and "DEVELOPER" agrees to pay all cost of acquisition of said easements.

3. "DEVELOPER" agrees to provide "CITY" at its sole cost, approved certified plans and specifications of said 15" sewer on reproducible mylars.

4. "DEVELOPER" agrees to grant "CITY" all necessary easements, permanent and construction through the aforescribed tract of land, including a forty (40) foot easement from the East property line to the West property. It is understood that sewer width can be reduced after completion of sewer construction.

5. One half the amount expended by "CITY" pursuant to paragraph one and two hereof, shall be recovered by it from "DEVELOPER" at the rate of \$400.00 per acre as the following described real estate is developed:

Located in the Northeast Quarter of Section 16, Township 31 North, Range 12 East, consisting of 112.545 acres more or less, bounded on and contiguous to the following boundaries: Cook Road, Ludwig Road, Chalfant Road and the former G R & I Railroad.

The aforesaid sum shall be in addition to the Spy Run Interceptor area fee and all other area cost and/or assessments.

6. "DEVELOPER" agrees that, in the event it acquires any acreage contiguous to the 112.545 acre tract hereinbefore described, it shall at its sole cost, extend the sanitary sewer to serve such additional acreage.

7. "CITY" agrees that the area connection fee charge to such additional acreage shall be \$300.00 per acre in addition to the Spy Run Interceptor Connection fee.

8. "DEVELOPER" shall provide "CITY" with a recorded copy of all required easements for the on-site and off-site sanitary sewer extensions.

9. "DEVELOPER" shall furnish "CITY" with a legal description of all such additional acreage when acquired.

10. "DEVELOPER" agrees that all funds expended by "CITY" pursuant to this Agreement as well as all area assessments and charges in connection with said sewer shall be a lien upon the real estate described in paragraph five hereof as well as upon all other contiguous real estate acquired by "DEVELOPER" hereafter.



11. "DEVELOPER" agrees to execute and deliver to "CITY" from time to time, such further documents and agreements as "CITY" may reasonably request, so as to secure, record, perfect, or otherwise obtain a lien on those parcels of real estate herein described or hereafter acquired by "DEVELOPER."

12. This Agreement shall extend for a term of fifteen years from date hereof and at the time of expiration, any sums expended by "CITY" pursuant to paragraph one hereof and not previously recovered by it pursuant to other provisions hereof shall be payable to "CITY" forthwith. Other area assessments and charges shall be payable in accordance with the "CITY'S" established policies and payment methods.

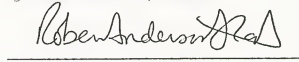
13. This Agreement is subject to the approval of the Common Council of the City of Fort Wayne, Indiana.

14. "CITY" is herewith granted the authority to record this Agreement and any subsequent legal descriptions given to it by "DEVELOPER" in order to give notice of its lien upon the real estate herein described as well as upon tracts subsequently acquired by "DEVELOPER" as herein contemplated.


EXECUTED this 9th day of June, 1982.

CITY OF FORT WAYNE, INDIANA  
BOARD OF PUBLIC WORKS

  
STEPHEN A. BAILEY, CHAIRMAN

  
ROBERTA ANDERSON STATÉN, MEMBER

ATTEST:

  
SANDRA E. KENNEDY, CLERK

  
BETTY R. COLLINS, MEMBER



CONTRACT PURCHASER:

COOK ROAD INDUSTRIAL INVESTORS, INC.

By: S. E. Moppert  
FLETCHER MOPPERT

By: PRESIDENT

By: Barry Sturges  
BARRY STURGES

By: SECRETARY-TREASURER

CONTRACT SELLERS:

Sam W. Fletcher  
SAM W. FLETCHER

Jack W. Schrey  
JACK W. SCHREY

Fred Marolf  
FRED MAROLF

APPROVED AS TO FORM AND LEGALITY:

R. T. Snouffer  
ASSOCIATE CITY ATTORNEY  
RICHARD T. SNOUFFER, ASSOC. CITY ATTORNEY

## ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared the within named STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal,

*Elizabeth J. Meyer*  
 Notary Public  
 A Resident of Allen County, Indiana

My Commission Expires:

ELIZABETH J. MEYER, Notary Public  
 Resident of Allen County  
 My Commission Expires Feb. 12, 1935

## ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Fletcher Moppert and Barry Sturges, who being by me first duly sworn upon their oaths say that they are the President and Secretary-Treasurer respectively, of Cook Road Industrial Investors, Inc., Contract Purchaser, and as such duly authorized to execute the foregoing instrument and the same as the voluntary act and deed of Cook Road Industrial Investors, Inc., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

*Sylvia L. Davis*  
 Notary Public Sylvia L. Davis  
 A Resident of Allen County, Indiana

My Commission Expires:

July 21, 1985

## ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 1982, personally appeared the within named Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Contract Sellers, and acknowledged the foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

*Sylvia L. Davis*  
 Notary Public Sylvia L. Davis  
 A Resident of Allen County, Indiana

My Commission Expires:

July 21, 1985

EXHIBIT "A"

The East Half of the West Half of the Northeast Quarter of Section 16, the East Half of the Northeast Quarter of Section 16, Range 12 East, together with that part of the Northwest Quarter of Section 15, which is West of the right-of-way of the G. R. & I. Railroad except that part of the aforementioned which lies within the right-of-way of Cook Road, all in Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the East Half of the West Half of said Northeast Quarter; thence N  $00^{\circ}$  -16' W, (North line of said Northeast Quarter assumed to be N  $90^{\circ}$  -00' E and is used as the basis for the rest of the courses in this description) on and along the West line of the East Half of said West Half, being within the right-of-way of Chalfant Road, 2531.8 feet to a point on the South right-of-way line of Cook Road said point being situated 60.0 feet (S  $00^{\circ}$  -16' E) from the Northwest corner of the East Half of said West Half, thence N  $90^{\circ}$  -00' E and parallel with the North line of said Northeast Quarter, on and along said South right-of-way line, 15.0 feet; thence N  $60^{\circ}$  -43' E, on and along said South right-of-way line, 61.3 feet; thence N  $85^{\circ}$  -14' E, on and along said South right-of-way line, 60.2 feet to a point situated 25.0 feet (measured at right angle) South of said North line; thence N  $90^{\circ}$  -00' E and parallel to said North line, on and along said South right-of-way line, 555.1 feet thence S  $87^{\circ}$  -08' E, on and along said South right-of-way line, 100.1 feet to a point situated 30.0 (measured at right angle) South of said North line; thence N  $90^{\circ}$  -00' E and parallel to said North line, on and along said South right-of-way line, 1000.0 feet; thence N  $86^{\circ}$  -49' E, on and along said South right-of-way line, 90.1 feet to a point on the East line of said Northeast Quarter, said point being situated 25.0 feet South of the Northeast corner of said Section 16; thence N  $90^{\circ}$  -00' E and parallel to the North line of the Northwest Quarter of said Section 15, on and along said South right-of-way line, 7.3 feet to the West right-of-way line of said G. R. & I. Railroad; thence S  $00^{\circ}$  -04' E, on and along said West right-of-way line, 2616.1 feet to the South line of said Northwest Quarter of Section 15; thence S  $89^{\circ}$  -21' W, on and along said South line, being also the centerline of Ludwig Road, 7.7 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence S  $89^{\circ}$  -59' W, on and along the South line of said Northeast Quarter, being also the centerline of said Ludwig Road, 1864.2 feet to the point of beginning, containing 112.545 acres of land and subject to legal right-of-way for Chalfant Road and Ludwig Road.

3 AN ORDINANCE approving an Agreement  
4 between the City of Fort Wayne, Indiana  
5 through its Board of Public Works and  
6 Cook Road Industrial Investors, Inc.,  
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26 part hereof, as if fully set out herein, be and the same is in  
27 all things hereby ratified, confirmed and approved. <sup>provided the</sup> Two copies  
28 of said Agreement are on file with the Office of the City  
29 Clerk and made available for public inspection, according to  
30 law.

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*provided waiver of remonstrance against annexation of the area is made a part of said Agreement.*

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Page Three

approval by the Mayor.

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Councilmember

APPROVED AS TO FORM  
AND LEGALITY

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Bruce O. Boxberger, City Attorney

TITLE OF ORDINANCE Agreement for Sanitary Sewer Extension

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE An agreement between the City of Fort Wayne through the Board of Public Works (City) and Cook Road Industrial Investors, Inc., Sam W. Fletcher, Jack W. Schrey and Fred Marolf (Developer) whereby they agree to a joint venture for economic development. The City will extend a 15" sanitary sewer service to the east property line of the land known as Cook Road Industrial Center.

EFFECT OF PASSAGE creating employment for citizens

EFFECT OF NON-PASSAGE an industrial and research center will not be created.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$54,250.00 - estimated cost;

One half of the amount shall be recovered from the developer at the rate of \$400.00 per acre.

ASSIGNED TO COMMITTEE \_\_\_\_\_



TITLE OF ORDINANCE Agreement for Sanitary Sewer Extension

(as amended)  
82-07-12

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